

1 THE HONORABLE JOHN C. COUGHENOUR
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7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 QUINN HATALA,

11 Plaintiff,

v.

12 LIFE INSURANCE COMPANY OF
13 NORTH AMERICA,

14 Defendant.

CASE NO. C17-0811-JCC

ORDER

15 This matter comes before the Court on the parties' cross motions for enforcement of
16 settlement agreement (Dkt. No. 10). Having thoroughly considered the parties' briefing and the
17 relevant record, the Court finds oral argument unnecessary and hereby DENIES the motions for
18 the reasons explained herein.

19 The parties have reached an agreement to resolve their disability insurance dispute for a
20 sum certain. (Dkt. No. 10 at 1.) However, they "have been unable to reach agreement on the
21 scope of the confidentiality agreement or the proposed liquidated damages provision." (*Id.* at 1–
22 2.) The parties dispute whether Plaintiff accepted Defendant's offer subject to the terms of
23 Defendant's "standard release" and the scope of any agreed-upon release. (Dkt. Nos. 11 at 1–3,
24 14 at 1.) Each party asks the Court to "resolve the outstanding terms of their Settlement
25 Agreement" in their favor. (*Id.* at 1.)

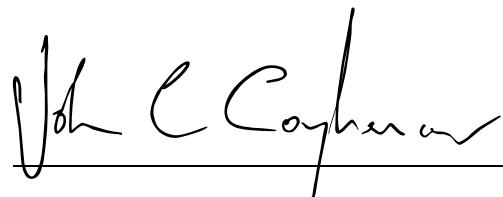
26 The Court has the "power to summarily enforce on a motion a settlement agreement

1 entered into by the litigants while the litigation is pending before it.” *In re City Equities*
2 *Anaheim, Ltd.*, 22 F.3d 954, 957 (9th Cir. 1994) (quoting *Autera v. Robinson*, 419 F.2d 1197,
3 1200 (D.C. Cir. 1969)). Washington contract law governs whether an enforceable settlement
4 agreement exists. *Jeff D. v. Andrus*, 899 F.2d 753, 759 (9th Cir. 1989). To be enforceable, the
5 parties must agree to all material terms of a settlement. *P.E. Sys., LLC v. CPI Corp.*, 289 P.3d
6 638, 644 (Wash. 2012). The scope of release is a material term of a settlement. *See Evans & Son,*
7 *Inc. v. City of Yakima*, 149 P.3d 691, 694 (Wash. Ct. App. 2006). For a court to find agreement,
8 the terms must be sufficiently complete and definite, and the parties’ intention must be plain.
9 *Keystone Land & Development Co. v. Xerox Corp.*, 94 P.3d 945, 949 (Wash. 2004); *Veith v.*
10 *Xterra Wetsuits, L.L.C.*, 183 P.3d 334, 337 (Wash. Ct. App. 2008).

11 The Court finds that the parties have not agreed on the terms of release. Defendant’s
12 negotiation emails state that a “final settlement would be reflected in LINA’s standard release
13 which we would put together and includes confidentiality.” (Dkt. No. 11 at 2.) This indefinite
14 statement regarding terms of release and the parties’ agreement to a settlement sum do not
15 indicate mutual assent to the scope of release.¹ Because these terms are material, there is no
16 enforceable settlement agreement. The Court declines to supply contract provisions in lieu of a
17 negotiated settlement. The parties are directed to reasonably negotiate all material terms of a
18 settlement, or move forward with litigation. The parties’ cross motion for enforcement of
19 settlement agreement (Dkt. No. 10) is DENIED.

20 DATED this 19th day of March 2018.

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John C. Coughenour
UNITED STATES DISTRICT JUDGE

1 The parties’ motion itself states that they have not agreed on the terms of release. (Dkt.
2 No. 10 at 1, 2.)